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Las Vegas, NV 89128  
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Filed by Joanne Eng in Proper Person

U.S. BANKRUPTCY COURT  
MARY A. SCHOTT, CLERK

**UNITED STATES BANKRUPTCY COURT**  
**NEVADA DIVISION**

IN RE:	)	Case No.: BKS-19-12981-MKN
	)	
JOANNE W ENG	)	Chapter 13 Trustee: Kathleen A Leavitt
	)	
DEBTOR	)	San Francisco Superior Court
	)	Case No. CGC-15-548357
Legal Recovery, LLC,	)	
	)	<b>DEBTOR JOANNE ENG'S</b>
Plaintiff,	)	<b>NOTICE OF REMOVAL</b>
	)	(pursuant to 28 U.S.C. §§ 1334(e),
	)	1441(d) 1452(a); Fed R. Bankr. Pro.9027)
Martin Lee Eng	)	
See Attached	)	
Defendants.	)	

TO THE HONORABLE UNITED STATES BANKRUPTCY COURT AND ALL  
OTHER INTERESTED PARTIES:

Debtor Joanne Eng ("Joanne") submits this Notice of Removal pursuant to 28 U.S.C. §§  
1334(e), 1441(d), 1452(a) and Rule 9027 of the Federal Rules of Bankruptcy Procedure, in  
support thereof respectfully alleges as follows:

1. Legal Recovery, LLC filed a Second Amended Complaint ("SAC") on February 5, 2016 in San Francisco Superior Court, California in violation of § 524 (a)(1) of the Bankruptcy Code. The SAC is attached as **Exhibit A**.

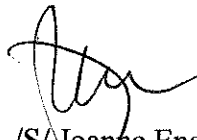
2. The SAC is a civil action over which this court has original jurisdiction under the provisions of 28 U.S.C. § 1334 (e) in that the allegations affect property of the above-captioned bankruptcy estate. Accordingly, Joanne seeks removal of the SAC to the United States Bankruptcy Court, Nevada Division, on the grounds the claims made therein concern and affect property of this bankruptcy estate and are therefore removable pursuant to 28 U.S.C. §§ 1441 and 1452.

3. Upon removal, the SAC is a core proceeding pursuant to 28 U.S.C. §§ 157 (2) (A) and (E) and (O). To the extent the SAC is determined to be noncore, then Joanne consents to entry of final orders or judgment by the bankruptcy judge.

WHEREFORE, Joanne prays that the SAC pending in the San Francisco Superior Court and bearing Case No. CGC-15-548357 entitled Legal Recovery, LLC. v. Joanne Eng, et al. be removed to this Court for further proceedings.

Dated: August 31, 2021.

Respectfully Submitted,



/S/ Joanne Eng

Debtor in Proper Person

CGC 15-548357

949 Lombard St  
San Francisco, CA 94133

Martin Lee ENG, Ying Chuen ENG  
Lombard Flats, LLC, Everlasting Life,  
Hong Kong China Groups of Companies LLC

Kearny Washington LLC

Same address

Green Construction

Ning HO

Montgomery Art Gallery

One Stop Delivery INC

Universal Photos

White Snow Corp.

Chief ASIAN, LLC

Pioneer 74 Lots, LLC

Jems Investments, LLC

Shanna Liu

9727 Ridge Bluff Ave., Las Vegas, NV  
89148

Sau P. ENG

949 Lombard St, SF CA 94133

Johnne ENG

9727 Ridge Bluff Ave., Las Vegas, NV 89148

Thomas F. ENG

949 Lombard St, SF CA 94133

Louis Hop Lee and Does 1 to 100, " " "

Defendants

Addresses:

Legal Recovery, LLC  
1433 7th Ave.  
SF, CA 94122

# Exhibit A

**ELECTRONICALLY  
FILED**

*Superior Court of California,  
County of San Francisco*

**02/05/2016**

**Clerk of the Court**

BY: MADONNA CARANTO  
Deputy Clerk

Dennis Yan (257854)  
300 Frank H. Ogawa Plaza, Suite # 218  
Oakland, Ca 94612  
Phone (415) 867-5797  
Attorney for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED CIVIL JURISDICTION**

**LEGAL RECOVERY, LLC,**

**Plaintiff,**

**Vs.**

**MARTIN LEE ENG, YING CHUEN ENG,  
LOMBARD FLATS, LLC, EVER LASTING  
LIFE, HONG KONG CHINA GROUPS OF  
COMPANIES LLC, KEARNY  
WASHINGTON LLC, GREEN  
CONSTRUCTION, NING HO  
MONTGOMERY ART GALLERY, ONE  
STOP DELIVERY INC, UNIVERSAL  
PHOTOS, WHITE SNOW CORP, CHIEF  
ASIAN, LLC, PIONEER 74 LOTS, LLC,  
JEMS INVESTMENTS, LLC, SHANNA LIU,  
SAU P. ENG, JOANNE ENG, THOMAS F.  
ENG, LOUIS HOP LEE and DOES 1 TO 100,  
Defendants.**

Case No: CGC 15-548357

**SECOND AMENDED VERIFIED**

**COMPLAINT FOR DAMAGES**

**1) CONSPIRACY ON FRAUDULENT  
CONVEYANCES**

**PRELIMINARY ALLEGATIONS**

1. Plaintiff LEGAL RECOVERY, LLC is, and at all times mentioned herein was, a limited liability company organized and existing under the laws of California.
2. Defendants MARTIN LEE ENG is an individual over 18 years of age, and is a resident of San Francisco, California.

- 1 3. Defendants SHANNA LIU, SAU P. ENG, JOANNE ENG, and THOMAS F. ENG, based  
2 on information and belief, are relatives of defendant MARTIN LEE ENG, over 18 years  
3 of age, and whose residences are in San Francisco.
- 4 4. Defendants YING CHUEN ENG and LOUIS HOP LEE, based on information and belief,  
5 are relatives or associates of defendant MARTIN LEE ENG, over 18 years of age, and  
6 whose residences are currently unknown.
- 7 5. Defendants LOMBARD FLATS, LLC, KEARNY WASHINGTON, LLC, ONE STOP  
8 DELIVERY, INC., WHITE SNOW CORPORATION, CHIEF ASIAN, LLC, PIONEER  
9 74 LOTS, LLC and JEMS INVESTMENTS, LLC are companies registered in California,  
10 and based on information and belief, are entities controlled by defendant MARTIN LEE  
11 ENG.
- 12 6. Defendant HONG KONG CHINA GROUPS OF COMPANY, LLC is registered  
13 company in the state of Nevada, and based on information and belief, is controlled by  
14 defendant MARTIN LEE ENG.
- 15 7. Defendants EVER LASTING LIFE, GREEN CONSTRUCTION, NING HO  
16 MONTGOMERY ART GALLERY, and UNIVERSAL PHOTOS are currently unknown  
17 entities, and based on information and belief, are entities controlled by defendant  
18 MARTIN LEE ENG.
- 19 8. DOES 1 through 100 are sued herein under fictitious names. Their true names and  
20 capacities are unknown to plaintiff. When their true names and capacities are ascertained,  
21 plaintiff will amend this complaint by inserting their true names and capacities herein.
- 22 9. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned,  
23 Defendants were agents, servants, and employees of their codefendants, and in doing the  
24 things hereinafter alleged were acting in the scope of their authority as agents, servants,  
25 and employees, and with the permission and consent of their codefendants.
- 26 10. Venue is proper based on occurrence of transitions and the residences or business  
27 addresses of defendants.

#### 28 SUBSTANTIVE ALLEGATIONS

11. Plaintiff LEGAL RECOVERY, LLC is holder of a money judgment against defendant  
MARTIN LEE ENG ("ENG") for the judgment amount of \$1,507,302.92, entered on

1 July 8, 2015 in the Superior Court of California, County of San Francisco, Case Number:  
2 CGC 14 542378, Title: LEGAL RECOVERY, LLC VS. MARTIN LEE ENG ET AL.

3 12. ENG is the sole member and managing of defendant LOMBARD FLATS, LLC. On or  
4 around January 26, 2009, ENG transferred title of the property commonly known as 949-  
5 953 LOMBARD STREET, SAN FRANCISCO, CA 94133 ("Property") to LOMBARD  
6 FLATS, LLC without consideration. LOMBARD FLATS, LLC has no other business  
7 purpose other than to hold title to Lombard Property. After this transfer, ENG, as the  
8 sole member and manager of LOMBARD FLATS, LLC, caused fraudulent liens and  
9 leases to be recorded against LOMBARD FLATS, LLC, all of which without  
10 consideration. These liens and leases are as follows:

11 (1) Deed of trust in the amount of \$985,000 to one of his family member, Wayne C. Eng.  
12 This instrument is recorded in the San Francisco Recording Office as Doc-2008-I675918-  
13 00 on November 5, 2008.

14 (2) Deed of trust to defendant JEMS INVESTMENTS, LLC in the amount of \$560,000.  
15 This instrument is recorded in the San Francisco Recording Office as Doc-2008-I675919-  
16 00 on November 5, 2008.

17 (3) Memorandum of Lease for 99 years to defendants THOMAS ENG, SAO ENG,  
18 WHITE SNOW CORPORATION, JOANNE ENG, and LOMBARD FLATS, LLC. This  
19 instrument is recorded in the San Francisco Recording Office as Doc-2009-I736335-00  
20 on March 20, 2009.

21 (4) Memorandum of Lease for 24 years to defendants WHITE SNOW CORPORATION,  
22 CHIEF ASIAN, LLC, JOANNE ENG, THOMAS ENG, and SAO ENG. This instrument  
23 is recorded in the San Francisco Recording Office as Doc-2009-I753923-00 on April 20,  
24 2009.

25 (5) Deed of trust in the amount of \$580,000 to defendants JEMS INVESTMENTS, LLC,  
26 ONE STOP DELIVERY, INC., WHITE SNOW CORPORATION, KEARNY  
27 WASHINGTON, LLC, CHIEF ASIAN, LLC, HONG KONG CHINA GROUP OF  
28 COMPANY, LLC, PIONEER 74 LOTS, LLC, SHANNA LIU, MARTIN ENG,



THOMAS ENG, SAU P. ENG, and JOANNE ENG. This instrument is recorded in the San Francisco Recording Office as Doc-2012-I347181-00 on January 31, 2012.

13. A Charging Order was issued by the court and entered on September 19, 2015, against defendant LOMBARD FLATS, LLC as to defendant ENG's interest in the company. The Notice of Motion for Charging Order was filed and served on ENG and LOMBARD FLATS, LLC on July 14, 2015. Pursuant to Code of Civil Procedure Section 708.320(a), a lien on a judgment debtor's interest in a limited liability company is created by service of a notice of motion for a charging order on the judgment debtor and limited liability company.
14. After the Notice of Motion for Charging Order was served and while there was a lien on ENG's interest in LOMBARD FLATS, LLC, ENG, as the manager of LOMBARD FLATS, LLC, caused four Deeds of Trust and Assignment of Rents to be recorded as encumbrances on the property commonly known as 949-953 LOMBARD STREET, SAN FRANCISCO, CA 94133 ("Property"), with Assessor Parcel Number: Lot 048, Block 0072, and legal description as follows:

Lot 48, as shown on the map entitled, "Parcel Map, Being a Resubdivision of Lot 20, Assessor's Block No. 72, San Francisco, California", filed on April 12, 1991 in Book 40 of Parcel Maps, at Page 125, in the office of the Recorder of the City and County of San Francisco, State of California.

15. The four Deed of Trust and Assignment of Rent are as follows:

RECORD DATE	DOCUMENT NO.	TITLE	GRANTOR	BENEFICIARY	AMOUNT
09/09/2015	K130045-02	ASSIGNMENT OF RENTS	LOMBARD FLATS LLC	NING HO MONTGOMERY ART GALLERY, ONE STOP DELIVERY INC, GREEN CONSTRUCTION, UNIVERSAL PHOTOS, WHITE SNOW CORP.	\$22,000.00

09/09/2015	K130045-01	DEED OF TRUST	LOMBARD FLATS LLC	NING HO MONTGOMERY ART GALLERY, ONE STOP DELIVERY INC, GREEN CONSTRUCTION, UNIVERSAL PHOTOS, WHITE SNOW CORP	\$22,000.00
08/31/2015	K126507-01	DEED OF TRUST	LOMBARD FLATS LLC	KEARNY WASHINGTON LLC	\$942,000.00
08/31/2015	K126507-02	ASSIGNMENT OF RENTS	LOMBARD FLATS LLC	KEARNY WASHINGTON LLC	\$942,000.00
08/31/2015	K126506-01	DEED OF TRUST	LOMBARD FLATS LLC	HONG KONG CHINA GROUPS OF COMPANIES LLC	
08/31/2015	K126506-02	ASSIGNMENT OF RENTS	LOMBARD FLATS LLC	HONG KONG CHINA GROUPS OF COMPANIES LLC	
07/28/2015	K098409-01	DEED OF TRUST	LOMBARD FLATS LLC	YING CHUEN ENG, EVER LASTING LIFE	
07/28/2015	K098409-02	ASSIGNMENT OF RENTS	LOMBARD FLATS LLC	YING CHUEN ENG, EVER LASTING LIFE	

16. After the Notice of Motion for Charging Order was served and while there was a lien on ENG's interest in LOMBARD FLATS, LLC, ENG, as the manager of LOMBARD FLATS, LLC, caused a document entitled "First Amended and Restated Operating Agreement" to be created, purporting to have transferred membership shares in LOMBARD FLATS, LLC to defendants CHIEF ASIAN, LLC, HONG KONG CHINA GROUPS OF COMPANIES LLC, and KEARNY WASHINGTON LLC.

17. After the Notice of Motion for Charging Order was served and while there was a lien on ENG's property interests, ENG fraudulently transferred interest in the companies that he owns and/or controls to the other defendants, including but not limited to KEARNY WASHINGTON LLC, PIONEER 74 LOTS, LLC, JOANNE ENG, and LOUIS HOP LEE.

18. Defendant ENG fraudulently transferred interests in 949-953 LOMBARD STREET, SAN FRANCISCO, CA 94133, including but not limited to fraudulent deeds of trust and leases to other defendants including but not limited to WHITE SNOW CORP, CHIEF ASIAN, LLC, SHANNA LIU, SAU P. ENG, JOANNE ENG, and THOMAS F. ENG.

FIRST CAUSE OF ACTION

CONSPIRACY ON FRAUDULENT CONVEYANCES

19. Plaintiff refers to and incorporates herein the foregoing paragraphs.
20. All defendants knowingly participated with actual intent to hinder, delay, or defraud plaintiff as a creditor by causing fraudulent transfers of ENG's property interests, including but not limited to fraudulent deeds of trust and leases.
21. The placing of fraudulent liens, deed of trusts, assignment of rents, and leases are continuing acts by defendants with actual intent to hinder, delay, or defraud plaintiff as a creditor.
22. Defendants agreed and knowingly and willfully conspired between themselves to hinder, delay, and defraud plaintiff as a creditor. Defendants did the acts and things herein alleged pursuant to, and in furtherance of, the conspiracy and agreement alleged above.
23. As a proximate result of the wrongful acts herein alleged, plaintiff has been generally damaged in the sum of \$1,507,302.92 as of July 8, 2015, with damages accruing at the legal rate of ten percent per annum.
24. Defendants intentionally, willfully, fraudulently, and maliciously did the things herein alleged to defraud and oppress plaintiff as a creditor. Plaintiff is therefore entitled to exemplary and punitive damages against defendants, jointly and severally.

WHEREFORE, plaintiff prays for:

25. judgment against defendants, jointly and severally, in the sum of \$1,507,302.92 as of July 8, 2015, with damages accruing at the legal rate of ten percent per annum, or according to proof;
26. exemplary and punitive damages;
27. a temporary restraining order be granted plaintiff enjoining and restraining defendants, and their representatives, attorneys, and agents from selling, transferring, conveying, encumbering or otherwise disposing of the Property;

28. an order pendente lite be granted plaintiff enjoining and restraining defendants and their representatives, attorneys, servants, and agents from selling, transferring, conveying, assigning, encumbering or otherwise disposing of the Property;
29. an order and decree to set aside and expunge and declare as null and void the Deeds of Trust and Assignment of Rents as enumerated herein;
30. an order and decree to set aside and expunge and declare as null and void the First Amended and Restated Operating Agreement as described in paragraph 15 above;
31. costs of suit;
32. attorneys fee as provided by contract and/or statute; and
33. such other and further relief as the court may deem proper.

#### VERIFICATION

I, Dennis Yan, have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters that are therein alleged on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: January 6, 2016

  
Dennis Yan  
Attorney for Plaintiff

PROOF OF SERVICE

**BKS-19-12981-MKN**

I am a legal resident of the United States, over the age of eighteen. My address is 9727 Ridgebluff Ave., Las Vegas, NV 89148. On September 1, 2021, I served a true and correct copy of the attached:

Debtor Joanne Eng's Notice of Removal

On the interested parties as follows:

Kathleen A. Leavitt [kal13mail@las13.com](mailto:kal13mail@las13.com)

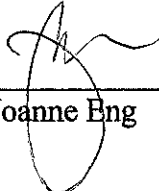
Peter Kutrubes [pkutrubes@kutrubeslaw.com](mailto:pkutrubes@kutrubeslaw.com)

Leeds Dissent [casdiss@yahoo.com](mailto:casdiss@yahoo.com)

Martin Eng [me2461111@gmail.com](mailto:me2461111@gmail.com)

  X   BY email: On the interested party named above in said cause by sending the e-mails to the e-mail addresses shown as the above.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration is executed on September 1, 2021, at Las Vegas, NV.

  
\_\_\_\_\_  
Joanne Eng